



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 67-2015

**REQUEST FOR PROPOSAL FOR A DESIGN-BUILD OF A ROUNDABOUT AT THE
INTERSECTION OF STURGEON ROAD, SILVER AVENUE AND MURRAY PARK
ROAD**

Proposals shall be submitted to:

**The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR A DESIGN-BUILD OF A ROUNDABOUT AT THE INTERSECTION OF STURGEON ROAD, SILVER AVENUE AND MURRAY PARK ROAD

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 9, 2015.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D2.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.7, deviations to terms and conditions inconsistent with the Proposal document shall be evaluated in accordance with B20.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B9;
 - (b) Form B: Prices (Section B) in accordance with B10.
- B8.2 The Proposal should also consist of the following components:
- (a) Management Proposal (Section C) in accordance with B11;
 - (b) Technical Proposal (Section D) in accordance with B12.
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.5 Bidders should submit one (1) unbound original (marked “original”) including drawings and six (6) copies for sections identified in B8.1 and B8.2.
- B8.5.1 Further to B8.5, the Proposal shall be submitted on 8.5” x 11” paper; with a font of not less than 11 pt Arial; margins of not less than 0.75”; line-spacing of not less than single; and shall be no more than twenty (20) pages in length, exclusive of the required forms. Only the first twenty-five (25) pages of the Proposal will be evaluated;
- B8.5.2 Further to B8.5.1, anything included as an appendix will not be evaluated.
- B8.6 Further to B8.5 and B8.5.1, a total of eight (8) of the twenty-five (25) total pages may be presented on 11” x 17” paper.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B8.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Bidder’s name and address.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8.11 Any cost or expense incurred by the Bidder that is associated with the preparation of the Proposal shall be borne solely by the Bidder.

B9. PROPOSAL (SECTION A)

B9.1 The Bidder shall complete Form A: Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES (SECTION B)

B10.1 The Bidder shall complete Form B: Prices, making all required entries.

B10.2 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices. The lump sum price shall be deemed to include all items identified in clause C12.2.3 of the General Conditions for Construction, satisfying all the requirements of this request for proposal

(Measurement and Payment clauses included in the City of Winnipeg Standard Construction Specifications are not applicable to any of the work associated with this Contract).

B10.3 Further to B10.2, the Contract Award shall include an allowance, in addition to the lump sum price, of \$100,000 to complete the design, construction and development and implementation of a maintenance plan for the roundabout central island landscaping. Bidders are advised that their lump sum price shall exclude any amount for the design, construction and development and implementation of a maintenance plan for the roundabout central island landscaping. Payment to the Contractor for this work will be determined by the Contract Administrator and will be based on the actual work completed, to a maximum of \$100,000.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. MANAGEMENT PROPOSAL (SECTION C)

B11.1 Experience of Bidder, Subcontractor and Subconsultant firms:

- (a) Proposals should describe the Bidder's experience, including:
 - (i) general firm profile information for the Bidder, Subcontractors and Subconsultants;
 - (ii) details demonstrating the history and experience of the Bidder in managing/constructing a minimum of three (3) projects of similar size and complexity, including project owner contact details;
 - (iii) details demonstrating the history and experience of the Subcontractors and Subconsultants in providing services on a minimum of three (3) projects each of similar size and complexity, including project owner contact details;

B11.2 Experience and qualifications of key personnel assigned to the Project:

- (a) Proposals should include:
 - (i) names of all key personnel from the Bidder, Subcontractors and Subconsultants that will be assigned to the Project, who shall not be substituted without written permission from the Contract Administrator;
 - (ii) full resumes for the Bidder's Project Manager, Engineer-of-Record, on-site Construction Manager and Quality Assurance/Quality Control Manager, which highlights qualifications and relevant past experience on projects of similar size and complexity;
 - (iii) brief resumes for all other Bidder, Subcontractor and Subconsultant key personnel, which highlight qualifications and relevant past experience on projects of a similar size and complexity;
 - (iv) for each person identified in response to B11.2(a)(i), list the percentage of their time to be dedicated to each of the project phases identified in D5 and D6 (for D6, list the percentage of time dedicated to the project from commencement of construction to Substantial Performance of the Contract).

B11.3 Bidder's project management approach:

- (a) Proposals should include a methodology describing the Bidder's project management approach and team organization during the performance of the work, so that the evaluation committee has a clear understanding of the methods the Bidder will use in the delivery of this project. The methodology should include, and not be limited to:
 - (i) roles and responsibilities of each of the key personnel identified in response to B11.2(a)(i) should be identified in an organizational chart. The organizational chart should show relationships between the Bidder, Subcontractors and Subconsultants;
 - (ii) job function, including a description, for each of the Bidder, Subcontractor and Subconsultant key personnel.

B12. TECHNICAL PROPOSAL (SECTION D)

B12.1 Proposals should address all deliverables and associated task requirements required in this Request for Proposal. It should clearly identify and explain work activities and identify all assumptions.

B12.2 Specifically, Proposals should describe:

- (a) the Bidder's practical understanding of the Project;
- (b) the Bidder's technical approach and methodology to complete the work;
- (c) the quality management system to be implemented in all phases of the Project, including the Contractor's approach and philosophy to quality management. The proposed quality management system shall be in accordance with D7.
- (d) the collaborative process/method to be used by the team in the various phases of the Project;
- (e) all activities and services to be provided by the City;
- (f) the deliverables of the project;
- (g) any assumptions made with respect to the deliverables and scope of services.

B12.3 Methodologies should be presented in accordance with sections D4 to D7, Part E and Part F of this Request for Proposal.

B12.4 Bidders should present plans as part of their Proposal, that meet or exceed all the requirements of this request for proposal. Plans should minimize the overall impact to the treed areas west of Sturgeon Road, and the natural areas east of Sturgeon Road. Contact the Contract Administrator as noted in B13.3(b) to obtain additional information for the preparation of the Proposal. Present the following:

- (a) conceptual roadway plans, which are to reflect the 'Conceptual Alignment - Single Lane Roundabout – Option 1' plan of the Preliminary Design Report, showing the general project layout, including plan views of the proposed Sturgeon Road/Silver Avenue/Murray Park Road intersection roundabout and approach roadways;
- (b) typical roadway cross-sections for each of Sturgeon Road, Silver Avenue and Murray Park Road and the roundabout;
- (c) construction staging and traffic management plan, including any proposed detour roadways.

B12.5 Bidders should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software including:

- (a) durations on a weekly timescale
- (b) milestone dates or events
- (c) deliverables
- (d) addressing the requirements of sections D4 to D7.
- (e) critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) Stantec Consulting Ltd. who provided engineering design services for the City, and developed the Preliminary Design Report.

B13.3 Additional Material:

- (a) Sturgeon Road at Murray Park/Silver Avenue - Preliminary Design Report – Final;
- (b) Bidders are advised to contact the Contract Administrator for the site survey in Autocad format, the 'Conceptual Alignment - Single Lane Roundabout – Option 1' plan in Autocad format, site air photos, existing historical and as-built drawings, City of Winnipeg land based information system in Autocad format and drawing identifying natural areas in the City of Winnipeg in Autocad format.

B14. QUALIFICATION

B14.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B14.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>.

B14.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba;
- (e) all Engineers are to be licensed to practice in the Province of Manitoba.

B14.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B14.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14.6 Further to B14.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered

by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B15.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
 - B17.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
 - B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
 - B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
 - (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and

- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Bidder and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Total Bid Price; 70%
- (d) Management Proposal; (Section C) 15%
- (e) Technical Proposal; (Section D) 15%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B20.5 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

- B20.6 Further to B20.1(d), the Management Proposal will be evaluated based on the information submitted in response to B11.
- B20.7 Further to B20.1(e), the Technical Proposal will be evaluated based on the information submitted in response to B12.
- B20.8 Notwithstanding B20.1(d) to B20.1(e), where Bidders fail to provide a response to B8.2(a) to B8.2(b), the score of zero may be assigned to the incomplete part of the response.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B21.4 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B21.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.6 Following the award of Contract, a Bidder will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.
- B21.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Bidder will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm .
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. CONTRACT ADMINISTRATOR

D2.1 The Contract Administrator is:

Ryan Cunningham, P. Eng.
Streets Project Engineer

Email: rcunningham@winnipeg.ca
Telephone No. (204) 391-5805
Facsimile No. (204) 986-5302

D2.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D2.3 Bid Submissions must be submitted to the address in B8.10.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

(a) "Design-Build" means a project delivery method combining design and construction services into one contract.

D4. SCOPE OF WORK

D4.1 The Work to be done under the Contract shall consist of a Design-Build of a roundabout and associated works at the intersection of Sturgeon Road, Silver Avenue and Murray Park Road, satisfying all the requirements of this Request for Proposal.

D4.2 The limits of the Project are from approximately 230m north of Silver Avenue/Murray Park Road (centreline) to approximately 120m south of Silver Avenue/Murray Park Road (centreline) for Sturgeon Road (for a length of approximately 350m), and from approximately 80m west of Sturgeon Road (centreline) to approximately 240m east of Sturgeon Road (centreline) for Silver Avenue/Murray Park Road (for a length of approximately 320m). It is noted that the description and length are approximate only and are based on the Preliminary Design Report plans included with the RFP. The final project length may vary depending on the Contractor's final design, however any change in the Project limits requires approval by the Contract Administrator.

D4.3 A preliminary design has been developed for the Project, with the major design features approved by the City of Winnipeg, Public Works Department. The Contractor's design shall reflect the 'Conceptual Alignment - Single Lane Roundabout – Option 1' plan included in the Preliminary Design Report (Autocad version is available as noted in B13.3(b)), which reflects a basic line, roundabout, splitter island and median layout and ditches. These elements are considered to be the basic Project configuration. The Contractor is responsible for the final design in accordance with the Contract Documents.

D4.4 The major components of the Work are as follows:

- (a) Design, as described in D5;
- (b) Construction, as described in D6;

- (c) Quality Management System, as described in D7;
- (d) Scheduled Maintenance, as described in D20.

D5. DESIGN

- D5.1 The Contractor, engaging appropriate qualified Subconsultants as required, is responsible for:
- (a) reviewing the historical and as-built drawings within and surrounding the Project area;
 - (b) validating all existing survey data available, obtaining additional survey data as necessary, for the design of the roundabout. The Contractor is advised that the available survey data is not represented to be complete for purposes of designing the project;
 - (c) performing any site investigations, studies, tests or work required in addition to the data available with this Request for Proposal, for the design of the roundabout;
 - (d) confirming location and depth of all utilities and making arrangements with utility companies (including, but not limited to hydro, telephone, gas, telecoms, fibre optics and traffic signals) for any relocations, additions or adjustments if required. The City will be responsible for the costs associated with any utility relocations, additions or adjustments;
 - (e) detailed examination of access and parking requirements for residences/businesses affected by construction;
 - (f) construction staging and traffic management plans, including detour roadways, that minimize disruption to the public;
 - (g) pavement design for all pavements within the Project limits;
 - (h) design of permanent pavement markings for all pedestrian crossings and yields within the roundabout;
 - (i) determining drainage requirements for the Project site;
 - (j) design for the relocation or adjustment of any sewer or water infrastructure, including, but not limited to manholes, water valves and fire hydrants;
 - (k) landscape design for the roundabout central island, including developing a scheduled maintenance plan, all in consultation with the Public Works Department;
 - (l) submitting drawings to the City of Winnipeg Underground Structures Branch, allowing four (4) weeks for circulation, and addressing any comments arising out of this process;
 - (m) submitting drawings to the City of Winnipeg Geomatics Branch for review and meeting the Geomatics Branch requirements located at <http://www.winnipeg.ca/ppd/surveys.stm>;
 - (n) preparing 60% and 90% design package submissions (including, but not limited to drawings, specifications and reports) for the roundabout and associated works for review by the Contract Administrator and incorporating any comments that the Contract Administrator may have.
 - (i) 60% design drawings are to include:
 - final horizontal design changes implemented;
 - roadway profiles for each leg of the roundabout;
 - roundabout circulating roadway profile or alternate;
 - cross slopes and/or spot elevations;
 - roundabout central island grading design;
 - drainage design;
 - construction staging and traffic control plans;
 - development of all appropriate plan sheets.
 - (ii) 90% design drawings are to include:
 - final vertical and drainage design changes implemented;
 - final landscaping changes implemented;
 - final staging and traffic control changes implemented.

- (o) preparing the final design package submission (including, but not limited to drawings, specifications and reports) for the roundabout and associated works to the Contract Administrator (at a minimum, drawings are to include all items identified in D6.1);
- (p) providing Project Details and regular Project updates to the Envista right-of-way coordination system;
- (q) coordinating proposed work with the City of Winnipeg Planning, Property and Development Department and the Portage Trails Soccer Club, who will be undertaking improvements at the Sturgeon Athletic Fields;
- (r) arranging, conducting and attending progress meetings at a frequency sufficient to keep the Contract Administrator and stakeholders informed during the design phase of the project. The Contract Administrator reserves the right to call additional meetings should he deem it necessary;
- (s) developing and implementing a quality management system.

D5.2 Designs to be submitted for City review must:

- (a) be sealed by a Professional Engineer, registered in the Province of Manitoba;
- (b) include a pavement design brief for all pavements to be constructed;
- (c) include the pavement cross section;
- (d) include the dimensioned jointing design;
- (e) conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984) ;
- (f) meet or exceed all requirements of the RFP and shall meet or exceed minimum roadway design standards and criteria.

D5.3 Designs must address:

- (a) Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads, Latest Edition and Revisions;
- (b) NCHRP Report 672, Roundabouts: An Informational Guide, Latest Edition;
- (c) City of Winnipeg's Draft Transportation Standards Manual – 2012 Update;
- (d) City of Winnipeg's Accessibility Design Standards (May 2010);
- (e) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (f) City of Winnipeg's Tree Removal Guidelines;
- (g) the current edition of the City of Winnipeg Standard Construction Specifications (The Contractor shall be responsible for ensuring they meet or exceed all requirements of each specification in the City of Winnipeg Standard Construction Specifications. The Contractor shall provide the Contract Administrator identified in D2 with all supporting documentation that the applicable Standard Construction Specifications have been met or exceeded.

D5.3.1 This RFP supersedes the documents listed in D5.3.

D5.3.2 If a construction element is not adequately addressed within D5.3, or anywhere else in the RFP, it is the responsibility of the Contractor to develop an alternative specification that is acceptable to the Contract Administrator for that element of work.

D5.4 Design criteria and requirements applicable to the Project are as follows:

- (a) Design Speeds:
 - (i) Sturgeon Road north of Silver Avenue/Murray Park Road – 80 km/h;
 - (ii) Sturgeon Road south of Silver Avenue/Murray Park Road – 70 km/h;
 - (iii) Silver Avenue west of Sturgeon Road – 70 km/h;
 - (iv) Murray Park Road east of Sturgeon Road – 70 km/h.

- (b) Design Vehicles:
- (i) The roundabout and Sturgeon Road, Silver Avenue and Murray Park Road roadways shall be designed to accommodate a WB-20 design vehicle. Geometry for eastbound Silver Avenue to southbound Sturgeon Road shall accommodate a rare instance of a WB-20 design vehicle movement;
 - (ii) Design shall accommodate a Transit bus DLF-40, such that it does not mount the roundabout truck apron.
- (c) Roundabout General:
- (i) The roundabout shall be single lane;
 - (ii) The roundabout, east leg of the intersection to the start of the right-turn bypass lane curb, northbound north leg of the intersection to the termination of the right-turn bypass lane curb, southbound north leg to the start of the west curb, and entire south and west legs of the intersection, shall have a minimum pavement structure as follows (with asphaltic concrete pavement shoulders where required):
 - 230mm plain dowelled concrete pavement
 - 100mm of limestone base course material
 - 150mm of 50mm crushed limestone sub-base material
 - 400mm of 150mm crushed limestone sub-base material
 - Separation geotextile fabric
 - (iii) All other sections of pavement not identified in D5.4(c)(ii) shall have a minimum pavement structure as follows:
 - 150mm of Type 1A/Type III asphaltic concrete pavement
 - 100mm of limestone base course material
 - 150mm of 50mm crushed limestone sub-base material
 - 850mm of 150mm crushed limestone sub-base material
 - Geogrid
 - Separation geotextile fabric
 - (iv) Minimum clear width of the circulatory roadway shall be 5.0m;
 - (v) Pavement jointing of the circulatory roadway shall be radial;
 - (vi) The southbound Sturgeon Road approach to the roundabout shall be considered high speed and include the appropriate reverse curvature. NCHRP Report 672 suggests that a high speed entry would not be warranted, however, the City is identifying the high speed entry as a requirement. The southbound high speed entry to the roundabout shall include consecutive reduction in reverse curves, using a broad, moderate and an entry curve;
 - (vii) Minimize impact to the vacant City property west of Sturgeon Road (north of 1060 Sturgeon Road). Designs for permanent and temporary works are permitted to encroach onto this property. The Contractor shall identify any trees that require removal and the City of Winnipeg Urban Forester will assess their value. The Contractor will not be responsible for compensation to the Urban Forestry Branch as a result of any tree removals. No trees shall be removed until the City of Winnipeg Urban Forester and area councillor have provided their approval;
 - (viii) Further to D5.4(c)(vii), tree removals west of Sturgeon Road to facilitate construction of any temporary works (detour roadways) will not be permitted unless the final roadway design requires their removal;
 - (ix) Designs for permanent and temporary works are not permitted to encroach onto the private property north of the vacant City property identified in D5.4(c)(vii) or the Sturgeon Athletic Fields;
 - (x) Minimize impact (permanent and temporary works) to the natural area on the east side of Sturgeon Road (Autocad version of natural areas in the City of Winnipeg is available as noted in B13.3(b)). **The Contractor will be responsible for compensating the City \$32.51 per square metre of natural area that is**

disturbed as a result of any of their activities (permanent and temporary construction works). The area to be compensated for will be determined by the Contract Administrator and the City of Winnipeg, Parks and Open Space Division;

- (xi) Pavement geometry in the southwest corner of the intersection shall be designed such that is not located south or west of the bolded line shown in the sketch in Appendix B;
 - (xii) Asphalt pavement to concrete roundabout pavement transition slabs are required;
 - (xiii) Roundabout splitter islands are to be surfaced with paving stones, with the exclusion of the pedestrian passage areas, which shall be surfaced in concrete;
 - (xiv) Low points in the roadway shall have grouted rip-rap 1.2m wide from the edge of pavement to the bottom of the ditch;
 - (xv) The median in the north leg of the intersection is permitted to be raised or sunken with appropriate drainage appurtenances as required;
 - (xvi) All culverts shall be galvanized and sized appropriately;
 - (xvii) All ditches shall have sideslopes of not steeper than 4:1, minimum 1.0m bottom and backslopes of not steeper than 3:1. Shoulder roundings shall be 0.5m. Swales shall not be steeper than 6:1;
 - (xviii) Relocate the existing snow fence along the west side of Sturgeon Road to the new west Project limit. Replace with new snow fence as required;
 - (xix) Utilities to be relocated by their owner shall be outside the clear zone, or on breakaway bases are required.
- (d) Curbing:
- (i) Curbing for the median north of the intersection shall be 120mm mountable curb (integral) with splash strip (separate) for concrete pavements and 120mm mountable curb and gutter with splash strip (separate) for asphaltic concrete pavements. Transition the 120mm mountable curb to 180mm modified barrier curb (integral) with splash strip (separate) as appropriate at the roundabout;
 - (ii) Asphaltic concrete approach lanes and shoulders are not to be curbed, except as noted in D5.4(d)(i);
 - (iii) Curbing on the inside edge of the circulatory roadway shall be 75mm lip curb (integral);
 - (iv) All other curbing shall be 180 mm modified barrier curb (integral) with splash strip (separate). Splash strip (separate) is not required along the inside edge of the internal roundabout truck apron;
 - (v) Introduction and termination of curbing is to be designed with appropriate offsets, tapers and flares.
- (e) Roundabout Aprons:
- (i) Internal roundabout truck apron shall be concrete pavement with paving stones, and be of the same concrete pavement section as the roundabout circulating roadway;
 - (ii) Internal roundabout truck apron shall be at least 3.0m in clear width, designed to accommodate WB-20 design vehicle movements and maintenance vehicles, and to store short term snow drifts such that drifts do not encroach onto the roundabout circulating roadway;
 - (iii) The inner edge of the internal roundabout truck apron should be a full circle, except as noted in D5.4(e)(iv);
 - (iv) External aprons for truck off-tracking will not be permitted. Alternatives include:
 - Optimizing the location of the roundabout
 - Optimizing the alignment of the south leg of the intersection (Sturgeon Road)
 - Making revisions to the full circle inner edge of the internal roundabout truck apron
- (f) Right-Turn Bypass Lanes:

- (i) A westbound Murray Park Road to northbound Sturgeon Road right-turn bypass lane is required for the purposes of traffic operations and to accommodate truck movements. A westbound auxiliary lane is required on Murray Park, leading into this right-turn bypass lane. A northbound acceleration and merge parallel lane is required coming out of this right-turn bypass lane. Length of these lanes and tapers will be as per the design documents referenced in this RFP;
 - (ii) The 'Conceptual Alignment - Single Lane Roundabout – Option 1' plan included with the Preliminary Design Report shows an eastbound Silver Avenue to southbound Sturgeon Road right-turn bypass lane. This bypass lane will not be permitted, and the potential alternatives noted in D5.4(e)(iv) may be investigated to facilitate this;
 - (iii) right-turn bypass lane entry speed design must be consistent with that of the entry speed of the roundabout and the fastest path of a vehicle must be analyzed;
 - (iv) right-turn bypass lanes shall be configured such that they are physically separated from the roundabout. Islands between the roundabout circulating roadway and right-turn bypass lanes shall be of sufficient size to enable sustainable landscaping and appropriate geometric design of pedestrian and cyclist crossing, if required.
- (g) Detour Roadways:
- (i) Detour roadways shall accommodate a WB-20 design vehicle;
 - (ii) Detour roadways shall have a design speed of 60km/hr and posted speed of 60 km/hr;
 - (iii) The minimum pavement structure for any detour roadways to be constructed shall be:
 - 75mm Type 1A Asphaltic Concrete Pavement
 - 50mm Base Course Material
 - 250mm Crushed Sub-base Material
 - Separation Geotextile Fabric
 - (iv) The Contractor is responsible for any pavement markings for detour roadways.
- (h) Transit:
- (i) Transit stops shall be 8.5m long and 2.1m wide (to face of curb), surfaced in concrete;
 - (ii) Transit stops shall be raised to a height of 180mm to accommodate loading and unloading of passengers;
 - (iii) Transit stops shall be connected to the sidewalk/multi-use pathway network via concrete sidewalk connections;
 - (iv) Transit stop #20464 (northbound Sturgeon Road) shall be relocated from north of Murray Park Road to south of Murray Park Road;
 - (v) Transit stop #20465 (southbound Sturgeon Road) shall be located south of Silver Avenue.
- (i) Sidewalks and Multi-use Pathways:
- (i) Detectable warning tiles are required behind each curb ramp associated with a sidewalk or multi-use pathway;
 - (ii) Sidewalks are to be minimum 1.5m in width, surface in concrete;
 - (iii) Multi-use pathways are to be minimum 3.5m in width, with the pathway section as follows:
 - 75mm Type 1A Asphaltic Concrete Pavement
 - 50mm Base Course Material
 - 150mm Crushed Sub-base Material
 - Separation Geotextile Fabric
 - (iv) Where multi-use pathways connect to the roundabout, curb ramps shall be 2.0m in width;
 - (v) Pedestrian crossing alignments through the roundabout shall be linear;

- (vi) All roundabout splitter islands shall be of a size to safely accommodate refuge for bicycle and child trailer to cross one direction of traffic at a time;
 - (vii) Sidewalks and multi-use pathways shall be set back with either a continuous logical offset, but not less than 3.0m from the circulatory roadway, unless otherwise approved by the Contract Administrator;
 - (viii) Sidewalks or multi-use pathways in the southwest quadrant of the intersection must be located outside the dripline of any trees and not within 3.0m of any Skatepark West infrastructure;
 - (ix) The Yellow Ribbon Greenway Trail shall be routed through the south and west legs of the intersection. Pedestrian crossings are not required on the east and north legs of the intersection;
 - (x) Existing trail bollards shall be salvaged and reinstalled if possible, and replaced with new bollards if damaged.
- (j) Approaches:
- (i) Design a new 150mm reinforced concrete approach for access to 1060 Sturgeon Road and the vacant City property north of 1060 Sturgeon Road, connecting to Silver Avenue west of the roundabout (west of the roundabout splitter island, allowing access to the approach from eastbound and westbound Silver Avenue, and allowing access from the approach to eastbound and westbound Silver Avenue);
 - (ii) Design a new 200mm reinforced concrete approach for Skatepark West connecting to Sturgeon Road, south of the roundabout.
- (k) Signage:
- (i) The Contractor is **not** responsible for design or installation of signage for the Project.
- (l) Pavement Markings:
- (i) Permanent pavement markings (recessed) shall be installed at all roundabout yields and pedestrian crosswalks. Permanent pavement markings shall be 3M Stamark or approved equal, designed as per the Manual of Uniform Traffic Control Devices current edition and installed in accordance with the manufacturer's specifications. Crosswalk markings shall be designed and installed such that they are not located within wheel paths (All other final pavement markings will be completed by and paid for by the City).
- (m) Landscaping
- (i) In consultation with the City of Winnipeg, Public Works Department, design, construct, and develop and implement a maintenance plan for the roundabout central island landscaping (**note B10.3**);
 - (ii) Where the Work (permanent and temporary) is to take place east of Sturgeon Road, and prior to its commencement (adjacent to the naturalized area which is identified in the Autocad file included with the Request for Proposal Information Package), the Contractor shall install temporary fencing at the construction limit, which shall remain in place until Total Performance. The Contractor shall not conduct any activities outside the temporary fencing;
 - (iii) All areas graded west of Sturgeon Road, including the Sturgeon Road median north of the intersection and the right-turn bypass island in the northeast corner of the intersection shall be seeded with salt-tolerant grass seed as per section F1 of this Request for Proposal;
 - (iv) Where any permanent or temporary works take place on the east side of Sturgeon Road:
 - all of the existing topsoil must be stripped and stockpiled (topsoil stripped north of Murray Park Road shall be kept in a separate stockpile from the topsoil stripped south of Murray Park Road);
 - topsoil stockpiled north of Murray Park Road shall be used to restore disturbed areas north of Murray Park Road. Topsoil stockpiled south of Murray Park Road shall be used to restore disturbed areas south of Murray Park Road;

- prior to placing the stockpiled topsoil, the graded boulevard and ditch areas must be scarified along contour to a depth of 150mm. Place stockpiled topsoil to a depth of 100mm. Finish grading and rolling shall be as per CW 3540-R5;
- topsoil shall be placed immediately following grading in 2015;
- if the volume of stockpiled topsoil is insufficient to complete the restoration on the east side of Sturgeon Road, the Contractor shall use peatmoss for soil amendment, derived from partially decomposed species of Sphagnum Mosses, elastic and homogeneous, brown in colour; free of decomposed colloidal residue, wood, sulphur and iron or other deleterious material which could affect healthy plant growth; containing a minimum of 60% organic matter by weight, and moisture content not exceeding 15%. Shredded particles may not exceed 5mm in size. Minimum pH value of peat, 4.5; maximum 7.0;
- the Contractor will **not** be responsible for the seeding and maintenance of these areas, which will be completed by the City of Winnipeg Parks and Open Space Division.

D6. CONSTRUCTION

D6.1 Construction to be completed by the Bidder includes, but is not limited to:

- (a) temporary fence installation;
- (b) removal of existing sidewalks, pathways and pavements as required;
- (c) removal of existing trees and shrubs as required (The Contractor will not be responsible for any compensation to the City of Winnipeg, Urban Forestry Branch resulting from the removal of any vegetation);
- (d) stripping and stockpiling of topsoil east of Sturgeon Road
- (e) construction of detour (temporary) pavements and detour sidewalks/multi-use pathways;
- (f) relocation or adjustment of any sewer or water infrastructure, including, but not limited to manholes, water valves and fire hydrants;
- (g) installation of culverts;
- (h) excavation and subgrade compaction;
- (i) placement of geotextiles and base materials;
- (j) construction of concrete and asphalt pavements;
- (k) construction of curb;
- (l) construction of sidewalks and multi-use pathways, including installation of detectable warning tiles;
- (m) installation of paving stones in the roundabout truck apron and splitter islands;
- (n) installation of permanent pavement markings for pedestrian crossings and yields within the roundabout;
- (o) placement of asphalt pavement for tie-ins and approaches;
- (p) removal of detour (temporary) pavements and detour sidewalks/multi-use pathways;
- (q) Installation of new/salvaged bollards;
- (r) ditching;
- (s) seeding;
- (t) landscaping of the roundabout central island;
- (u) relocating the existing snow fence along the west side of Sturgeon Road.

D6.2 Prior to construction, the Bidder is responsible for:

- (a) submission to the Contract Administrator a photographic record of the physical condition of the project site and the properties, buildings, facilities and structures adjacent to the project site;
- (b) provision of notices approved by the Contract Administrator to residents and businesses adjacent to the Project site identifying construction timeframe and affected City services (Provide preliminary notices minimum two months prior to construction commencement and final notices minimum two weeks prior to construction commencement).

D6.3 During construction, the Bidder is responsible for:

- (a) ensuring persons with demonstrated experience are assigned to the Project for its duration, with key personnel changes only upon approval of the Contract Administrator;
- (b) ensuring their construction activities conform to the drawings and specifications approved by the Contract Administrator, as well as all documents identified in D5.3;
- (c) performing all construction layout in conformance with the drawings, and shall be responsible for the true and final proper layout of the Works including position, levels, dimensions and alignment;
- (d) arranging for and carrying out of testing and acceptance of materials ensuring all the requirements identified in D7 are met;
- (e) coordination and staging their own works on the Project site;
- (f) coordination and staging of all other works on the Project site, which may include hydro, telephone, gas, telecom, fibre optic traffic signals or other City work;
- (g) provision of periodic and timely updates to the Contract Administrator on progress through:
 - (i) weekly site meetings with formal minutes including the date, location and attendees. Issues, updates and amendments must be itemized and dated.
 - (ii) other formal and/or informal documented means.
- (h) minimizing Project impact and/or disruption to the public;
- (i) ensuring their activities conform to the City of Winnipeg's Manual of Temporary Traffic Control;
- (j) ongoing updates to the City of Winnipeg lane-closure information line as required;
- (k) providing Project Details and regular Project updates to the Envista right-of-way coordination system.

D6.4 The Contractor shall submit a final construction report within three (3) months of Total Performance of the Contract, including:

- (a) Project Summary Report:
 - (i) design and construction services provided, including initial and final scope of Project;
 - (ii) final pavement designs;
 - (iii) mix designs;
 - (iv) daily field reports;
 - (v) all material test reports;
 - (vi) copies of all correspondence between the City and the Contractor, including minutes of meetings.
- (b) Photographs – total minimum of twelve (12), maximum of (20); good quality digital photos using descriptive file names (including year), provided on CD or DVD (notwithstanding the submission of photographic record in D6.2(a).
 - (i) approximately six (6) typical pre-construction photos;
 - (ii) approximately six (6) typical construction operation photos (e.g. concrete pour, paving operation);
 - (iii) approximately six (6) typical post-construction photos.

- (c) Provision of record drawings, in accordance with the Public Works Department's As-Built Drawing Requirements for Public Works Projects (section E10), within three (3) months of Total Performance of the Contract.

D7. QUALITY MANAGEMENT SYSTEM

- D7.1 The Contractor shall develop, implement, maintain, monitor, update and manage, until the end of the warranty period, a quality management system (QMS). The QMS shall cover all activities, products and services related to the project. The contractor shall make all QMS records available to the Contract Administrator for inspection and review. The Contractor shall provide the City with a copy of any or all records when requested. The QMS shall address all stages of the Project, specifically:
 - (a) Design;
 - (b) Construction;
 - (c) Warranty Period (Scheduled Maintenance).
- D7.2 All records from the QMS for design, construction and the warranty period shall be maintained and retained by the contractor until the end of the warranty period or until otherwise agreed to by the Contract Administrator.
- D7.3 The QMS shall require all design work be checked by a qualified Professional Engineer (the "Check Engineer"), registered with the Association of Professional Engineers and Geoscientists of Manitoba. The Check Engineer may be employed by the same legal entity doing the design work, provided the Check Engineer was not involved in that component of the design work. The Check Engineer shall stamp and sign all applicable design reports, drawings and specifications.
- D7.4 The QMS shall provide for ensuring that the as-built Works are in conformance with the requirements of the engineering drawings and construction specifications developed for the Project, and any other Project requirements contained in this Request for Proposal. Changes made to the design during construction shall be stamped and signed by Professional Engineers from the design team. At the end of construction, a Professional Engineer from the design team shall be required to stamp and sign a declaration that the Works have been constructed in accordance with engineering drawings, construction specifications and any other Project requirements contained in this Request for Proposal.
- D7.5 For all construction materials, the Contractor shall arrange for an independent testing laboratory to complete testing as per the current edition of the City of Winnipeg Standard Construction Specifications. Where testing of construction materials is not addressed in the current edition of the City of Winnipeg Standard Construction Specifications, the Contractor's independent testing laboratory shall complete testing in accordance with CSA standards. All construction products shall be approved for use as per the current edition of the City of Winnipeg Standard Construction Specifications, Approved Products
 - D7.5.1 Further to D7.5, During construction, material testing, including frequency of testing, for subgrades, sub-bases, base courses, concrete works and asphalt works shall be as follows:
 - (a) For subgrade preparation, as per CW 3110 – R19, with one maximum dry density for each material prior to construction. Complete one field density test every 50m per lane;
 - (b) For sub-base construction, as per CW 3110 – R19, with one sieve analysis, LA abrasion and maximum dry density completed for each material prior to construction. Complete one field density test every 50m per lane;
 - (c) For base course construction, as per CW 3110 – R19, with one sieve analysis, LA abrasion, maximum dry density and Atterberg Limits completed for each material prior to construction. Complete one field density test every 50m per lane;
 - (d) For concrete works, including concrete sidewalks, as per CW 3310 – R16, with testing frequency as per this specification;

- (e) For asphalt works, as per CW 3410 – R10, with testing frequency as per this specification.

- D7.6 The QMS shall require complete testing/inspection reports be prepared for the Project, including all test results and inspection activities for all grade, base and surfacing materials and all related components, curb, sidewalks/pathways, drainage items, pavement markings, and other appurtenances.
- D7.7 The Contractor shall develop (which shall require approval of the Public Works Department) and implement a scheduled maintenance plan for roundabout central island landscaping.
- D7.8 Nonconforming construction and maintenance works will be considered unacceptable and the Contractor shall undertake the necessary modifications, at their expense, to ensure the as-built Works conform to the requirements of the engineering drawings and construction specifications, and any other Project requirements contained in this Request for Proposal. Should work be non-conforming, the Contractor shall provide the Contract Administrator a non-conformance report, identifying the non-conformance and the corrective action taken.

D8. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D8.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D8.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D8.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
 - (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D8.4 A Contractor who violates any provision of D8 may be determined to be in breach of Contract.

D9. NOTICES

- D9.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D11. SAFE WORK PLAN

- D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm> .

D12. INSURANCE

- D12.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) all risks installation floater, carrying adequate limits to covers all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D12.2 The Contractor shall purchase and maintain or cause the party completing the detailed design to purchase and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times and throughout the warranty period.
 - (b) Professional Errors and Omissions Liability Insurance including an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for sixty (60) months after total performance.
- D12.3 Deductibles shall be borne by the Contractor.
- D12.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D12.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D12.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D13. PERFORMANCE SECURITY

- D13.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D13.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D13.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D14. EQUIPMENT LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any construction Work on the Site.

D15. DETAILED WORK SCHEDULE

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

D15.2 The detailed work schedule shall consist of the following:

- (a) a Gantt chart for the Work based on the C.P.M. schedule, acceptable to the Contract Administrator

D15.3 Further to D15.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D16. COMMENCEMENT

D16.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D16.2 The Contractor shall not commence any Work on the Project until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D11;
 - (iv) evidence of the insurance specified in D12; and
 - (v) the performance security specified in D13.
- (b) the Contractor has attended a commencement meeting with the Contract Administrator.

D16.3 The Contractor shall not commence any Work associated with the construction of the roundabout on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) the final design package identified in D5.1(o);
 - (ii) the equipment list specified in D14; and
 - (iii) the detailed work schedule specified in D15.

D16.4 The City intends to award this Contract by May 1, 2015.

D16.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D17. SUBSTANTIAL PERFORMANCE

D17.1 The Contractor shall achieve Substantial Performance by October 30, 2015.

D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D17.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D18. TOTAL PERFORMANCE

D18.1 The Contractor shall achieve Total Performance by June 15, 2016.

D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D18.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D19. LIQUIDATED DAMAGES

D19.1 If the Contractor fails to achieve critical stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – one thousand dollars (\$1,000);
- (b) Total Performance – one thousand dollars (\$1,000).

D19.2 The amounts specified for liquidated damages in D19.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. SCHEDULED MAINTENANCE

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sodding Maintenance as specified in CW 3510-R9;
 - (b) Seeding Maintenance as specified in CW 3520-R7 for areas seeded west of Sturgeon Road and in Sturgeon Road medians;
 - (c) Reflective Crack Maintenance as specified in CW 3250-R7, with the exception that routing and sealing of cracks shall be completed on a yearly basis until the expiration of the five (5) year warranty period;
 - (d) Maintenance of plant material in the roundabout central island until the expiration of the five (5) year warranty period, as outlined in the scheduled maintenance plan developed by the Contractor and approved by the Public Works Department.
- D20.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D21. JOB MEETINGS DURING CONSTRUCTION

- D21.1 Further to D6.3(g)(i), regular weekly job meetings will be held at the Site during construction. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D22.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D23.1 Further to B14.6, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B14.6.

D24. SAFETY

- D24.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D24.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

- D24.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D25. SITE CLEANING

- D25.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D25.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D25.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D26. DEFICIENCIES

- D26.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D26.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D26.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D26.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D26.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D27. PAYMENT

- D27.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D27.2 Payment to the Contractor will be reduced by any compensation amount required for disturbing natural areas, as per D5.4(c)(x).

D27.3 Further to B10.3, the Contract Administrator will determine the payment (to a maximum of \$100,000) to the Contractor for the work associated with the design, construction and development and implementation of a maintenance plan for the roundabout central island landscaping.

WARRANTY

D28. WARRANTY

D28.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire **five (5)** years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D28.2 Notwithstanding C13.2 or D28.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D28.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D13)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$ _____ . _____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 67-2015

REQUEST FOR PROPOSAL FOR A DESIGN-BUILD OF A ROUNDABOUT AT THE INTERSECTION OF STURGEON ROAD, SILVER AVENUE AND MURRAY PARK ROAD

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D13)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 67-2015

REQUEST FOR PROPOSAL FOR A DESIGN-BUILD OF A ROUNDABOUT AT THE
INTERSECTION OF STURGEON ROAD, SILVER AVENUE AND MURRAY PARK ROAD

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding
in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D14)

**REQUEST FOR PROPOSAL FOR A DESIGN-BUILD OF A ROUNDABOUT AT THE INTERSECTION OF
STURGEON ROAD, SILVER AVENUE AND MURRAY PARK ROAD**

1. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
2. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
3. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
4. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

PART E - SPECIFICATIONS

E1. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS (OCTOBER 2008)

E1.1 Fieldwork

- (a) Clear all underground services at each test-hole location.
- (b) On most projects, test-holes are required every 50 metres with a minimum of three (3) test holes per Project Location. For street projects greater than 500 metres, test holes may be taken every 100 m. More or fewer test-holes may be required depending upon known Site conditions – confirm with the Project Manager.
- (c) Record location of test-hole (offset from curb, distance from cross street and house number).
- (d) Drill 150 mm-diameter cores in pavement.
- (e) Drill 125 mm-diameter test-holes into fill materials and subgrade.
- (f) If a service trench backfilled with granular materials is encountered, another hole shall be drilled to define the existing sub-surface conditions.
- (g) Test-holes shall be drilled to depth of 2 m \pm 150 mm below surface of the pavement.
- (h) Recover pavement core sample and representative samples of soil (fill materials, pavement structure materials and subgrade).
- (i) Measure and record pavement section exposed in the test-hole (thickness of concrete or asphalt and different types of pavement structure materials).
- (j) Pavement structure materials to be identified as crushed limestone or granular fill and the maximum aggregate size of the material (20 mm, 50 mm or 150 mm).
- (k) Log soil profile for the subgrade.
- (l) Representative samples of soil must be obtained at the following depths below the bottom of the pavement structure materials – 0.1 m, 0.4 m, 0.7 m, 1.0 m, 1.3 m, 1.6 m, etc. Ensure a sample is obtained from each soil type encountered in the test-hole.
- (m) Make note of any water seepage into the test-hole.
- (n) Backfill test-hole with native materials and additional granular fill, if required. Patch pavement surface with hot mix asphalt or high strength durable concrete mix.
- (o) Return core sample from the pavement and soil samples to the laboratory.

E1.2 Lab Work

- (a) Test all soil samples for moisture content.
- (b) Photograph core samples recovered from the pavement surface.
- (c) Conduct tests for plasticity index and hydrometer analysis on selected soil samples which are between 0.5 m and 1 m below top of pavement (this is the sub-grade on which the pavement and sub-base will be built). The selection will be based upon visual classification and moisture content test results, with a minimum of one sample of each soil type per street to be tested.
- (d) Prepare test-hole logs and classify subgrade (based on hydrometer) as follows:

< 30% silt	- classify as clay
30% - 50% silt	- classify as silty clay
50% - 70% silt	- classify as clayey silt
> 70% silt	- classify as silt
- (e) For any uncertain situations and/or locations, or clarification of these requirements, contact the Contract Administrator.

E2. INFRASTRUCTURE SIGNS

E2.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 421 Osborne Street. The Contractor shall mount each sign securely to a rigid backing material approved by the Contract Administrator. The Contractor shall fasten each sign to a suitable support and erect and maintain one sign at the site as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove and dispose of the signs and supports. No measurement for payment will be made for performing all operations herein described and all other items incidental to the work described.

E3. OFFICE FACILITIES

E3.1 The Contractor shall supply office facilities meeting the following requirements:

- (a) The field office shall be provided for the weekly site meetings during construction.
- (b) The building shall be conveniently located near the site of the Work.
- (c) The building shall have a minimum floor area of 20 square metres and minimum height of 2.4m, with a window, a door entrance and a suitable lock.
- (d) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
- (e) The building shall be adequately lighted.
- (f) The building shall be furnished with one table 3m X 1.2m and a minimum of 8 chairs.
- (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door.
- (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when he/she deems it necessary.

E3.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.

E3.3 The office facilities will be provided from the date of the commencement of construction to the date of Substantial Performance.

E4. PROTECTION OF EXISTING TREES

E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface

directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E4.3 No separate measurement or payment will be made for the protection of trees.

E4.4 Except as required in clause E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E5. TRAFFIC CONTROL

E5.1 Further to clauses 3.6 and 3.7 of CW 1130:

- (a) The Contractor shall construct and maintain temporary asphalt ramps as required to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator.
- (b) In accordance with the Manual of Temporary Traffic Control in Work Areas on City Streets, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place all temporary regulatory signs. **The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.**

E6. TRAFFIC MANAGEMENT

E6.1 Further to clause 3.7 of CW 1130:

E6.1.1 Maintain a minimum of one lane of traffic northbound and one lane of traffic southbound at all times within the Sturgeon Road right-of-way. Maintain northbound right turns and southbound left turns to Murray Park Road at all times.

E6.1.2 Maintain a minimum of one lane of traffic eastbound and one lane of traffic westbound within the Murray Park Road right-of-way east of Sturgeon Road, ensuring a connection from Murray Park Road to Sturgeon Road at all times. Coordination with the Traffic Services Branch is required to ensure all-direction stop control at this connection to Sturgeon Road. The connection of Sturgeon Road to Murray Park Road must allow for westbound left and westbound right turns.

E6.1.3 Silver Avenue from the approach to 1060 Sturgeon Road to Sturgeon Road may be closed at any time during construction and the Contractor shall maintain access to 1060 Sturgeon Road at all times. Silver Avenue west of 1060 Sturgeon Road shall be signed "Road Closed – Local Access Only". Silver Avenue will not be permitted to be closed for the period of December 1, 2015 to December 31, 2016.

E6.1.4 Access to the Skatepark West parking lot (southeast corner of the Sturgeon Road and Silver Avenue/Murray Park Road intersection) shall be maintained at all times.

E6.1.5 Access to the Sturgeon Athletic Fields parking lot (west side of Sturgeon Road, approximately 400m north of Silver Avenue) shall be maintained at all times.

E6.1.6 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence, business, including the Sturgeon Athletic Fields and Skatepark West parking lots, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

- E6.1.7 Transit stops are to be maintained at all times, as directed by Transit.
- E6.1.8 Pedestrian/cyclist and ambulance/emergency vehicle access must be maintained at all times. Ensure accessible accommodation and provide temporary fencing as required to ensure safe pedestrian/cyclist passage.

E7. REFUSE AND RECYCLING COLLECTION

- E7.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time, in accordance with E7.2 to permit the normal collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

- E7.2 Collection Schedule:

1060 Sturgeon Road

<i>Collection Day(s):</i>	Thursday
<i>Collection Time:</i>	7:00 a.m.
<i>Common Collection Area:</i>	Front street pick up

- E7.3 No measurement or payment will be made for the work associated with this specification.

E8. WATER OBTAINED FROM THE CITY

- E8.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

E9. SURFACE RESTORATIONS

- E9.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E10. AS-BUILT DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (AUGUST 2011)

- E10.1 AS-BUILT drawings are required for all Public Works construction projects except for Regional Street Mill & Fill projects and TBO projects, unless specifically declined, in writing, by the Project Manager.
 - E10.1.1 Where drawings are not required, or waived by the Project Manager, the location of any new sidewalks on existing streets, intersection improvements, and/or traffic improvements (new storage and/or activity lanes) must be noted in the final project report.
- E10.2 Initial submission of AS-BUILT drawings must be received within three months of Substantial Performance of the construction contract, unless waived in writing by the Project Manager.
- E10.3 Drawings shall:
 - (a) Conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984).
 - (b) Be in the AutoCAD format and indicate the version used
 - (c) Be AS-BUILT with dimensions corrected in both TEXT and GRAPHICS

- (d) Show pavement dimensions to the “back of curb” (edge of pavement)
- (e) Include plot style table
- (f) Be produced in the NAD 83, UTM, ZONE 14, (Global co-ordinate system) Note: Public Works Engineering will provide the Legal Streets Base Layer for the required drawings
- (g) Indicate if a scale factor was or was not used, and if used the scale factor used is to be indicated
- (h) Show all bore holes and their UTM coordinates
- (i) Include, where applicable:
 - Pavement cross-section(s)
 - Asphalt Supplier
 - Concrete Supplier
 - Geotextile used – type, manufacturer & supplier
 - Sub-drains used – type, manufacturer & supplier

E10.4 A PDF copy of all AS-BUILT drawings shall be included.

E10.5 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be written to a compact disk (CD) or DVD. Both copies shall be clearly labelled identifying the Project number.

E10.6 As-built hard copy must be on Mylar paper and must be sealed by an Engineer registered to practice in the Province of Manitoba.

E10.7 Original signed Mylar copy and the two (2) CD's shall be sent by mail or courier to:

Attention:

City of Winnipeg
Public Works Department
106-1155 Pacific Avenue
Winnipeg, MB R3E 3P1

Gary Tront, CET,
GIS Specialist
204.471.7630
gtront@winnipeg.ca

E10.8 In addition:

- (a) Included on the CD's will be a separate drawing in AutoCAD format with the following (8) basic layers (none of which shall include text) and a list describing additional layers used:

Layer Names:

- | | |
|-------------------|--|
| 1) Street Surface | 5) Ramp Curb |
| 2) Walk | 6) Dimensions (to include all dimensions in the drawing) |
| 3) Alley | 7) Drainage Inlets |
| 4) Approach | 8) Elevations (min. all hi & low points) |

PART F - SUPPLEMENTAL SPECIFICATIONS TO THE CITY OF WINNIPEG STANDARD CONSTRUCTION SPECIFICATIONS

F1. SALT TOLERANT GRASS SEEDING

DESCRIPTION

- F1.1 Further to CW 3520 and CW3540, this specification shall cover sub-grade preparation and the supply and placement of Salt Tolerant Grass Seed.

MATERIALS

- F1.2 Salt Tolerant Grass Seed

- F1.2.1 Salt Tolerant Grass Seed for regional and collector boulevards, medians and interchange areas shall be a mixture composed of:

- (a) Seventy percent (70%) Fults or Nuttals Alkaligrass (*Puccinellia* spp.), twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue and ten percent (10%) Perennial Ryegrass.

EQUIPMENT

- F1.3 Scarification equipment shall be suitable for the area being scarified, shall be capable of scarifying the sub-grade to the specified depth and shall be accepted by the Contract Administrator. For confined areas a toothed bucket may be acceptable. For larger areas tilling equipment may be required.

CONSTRUCTION METHODS

- F1.4 Preparation of Existing Grade

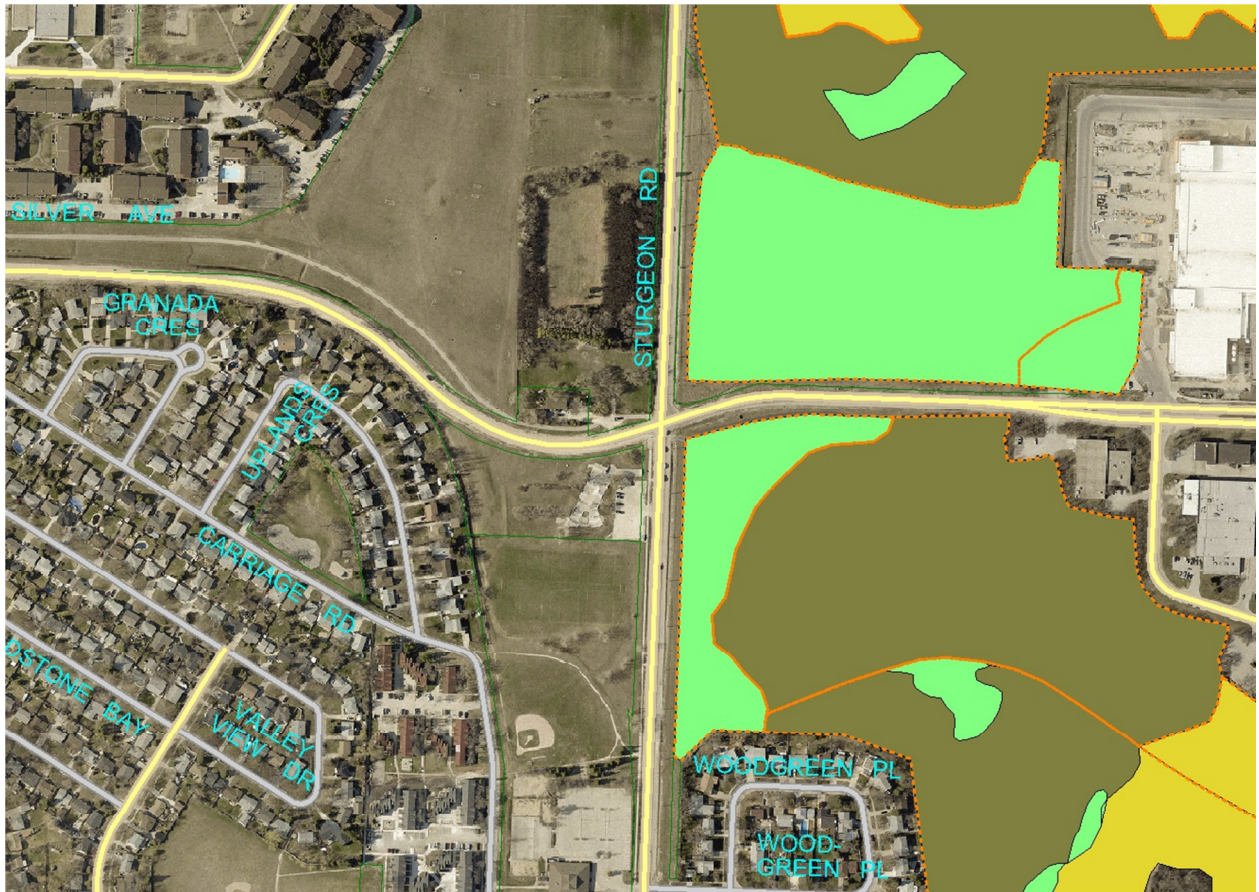
- F1.4.1 Prior to placing topsoil, in areas to be seeded greater in width than 600mm, prepare the existing sub-grade by scarifying to a minimum depth of 75mm and to a maximum depth of 100mm to the satisfaction of the Contract Administrator.

- F1.4.2 Scarification shall consist of breaking up and loosening the sub-grade. No scarification shall occur within the edge of a tree canopy (or drip line).

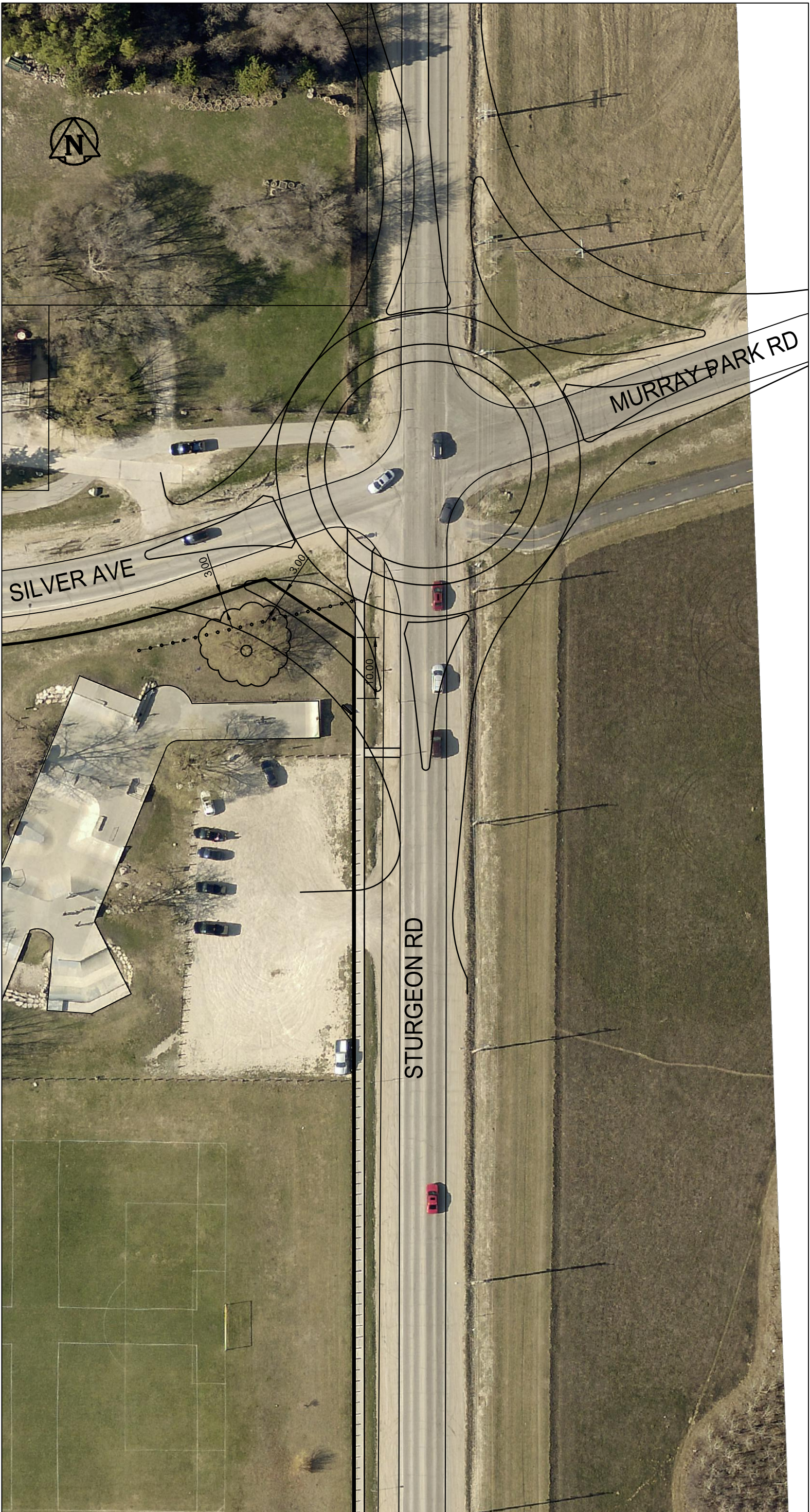
- F1.5 Salt Tolerant Grass Seeding

- F1.5.1 Salt Tolerant Grass Seed shall be sown at a rate of 2.2 kilograms per 100 square meters.

APPENDIX A – NATURAL AREAS (DENOTED LIGHT GREEN, DARK GREEN AND YELLOW) AT THE STURGEON ROAD, SILVER AVENUE AND MURRAY PARK ROAD INTERSECTION



**APPENDIX B – SOUTHWEST CORNER OF STURGEON ROAD, SILVER AVENUE AND MURRAY PARK
ROAD INTERSECTION – ROADWAY BUFFER ZONE**



PRELIMINARY
 NOT TO BE USED FOR
 CONSTRUCTION


THE CITY OF WINNIPEG
 PUBLIC WORKS DEPARTMENT
 TRANSPORTATION DIVISION

DRAWN BY: RM SCALE: _____
 DATE: 2015-03-04 N.T.S.

**STURGEON ROAD
 AND
 SILVER AVENUE
 SILVER AVENUE**

DRAWING NO.